## MEMBER FEEDBACK SURVEY GIVEAWAY Official Rules

## NO PURCHASE NECESSARY. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. MANY MAY ENTER, ONE WILL WIN.

- 1. Eligibility: Member Feedback Survey Giveaway (the "Giveaway") is open only to legal residents of the fifty (50) United States, the District of Columbia, Canada who are at least eighteen (18) years old at the time of entry. Employees, officers and representatives of Afin Technologies, Inc., as well as the immediate family (spouse, parents, siblings, and children) and household members of each such employee are not eligible. The Giveaway is subject to all applicable federal, state, provincial, territorial, and local laws, and regulations. Participation in the Giveaway constitutes entrant's full and unconditional agreement to these Official Rules and Sponsor's decisions, which are final and binding in all matters related to the Giveaway. Winning a prize is contingent upon fulfilling all requirements set forth herein.
- **2. Sponsor & Administrator:** Afin Technologies, Inc., a Delaware corporation DBA Entertainment, 1401 Crooks Road, Suite 150, Troy, Michigan 48084, U.S.A.
- **3. Timing:** The Giveaway begins at 10 a.m. Eastern Time ("ET"), August 13, 2020 and ends at 11:59 p.m. ET, August 20, 2020 (the "Promotion Period"). Administrator's computer is the official time keeping device for the Giveaway.
- **4. How to Enter: MANY MAY ENTER, ONE WILL WIN.** The Giveaway is open only to legal residents of the fifty (50) United States, the District of Columbia, Canada who are at least eighteen (18) years old at the time of entry. Internet Access required.

To enter, take a quick survey to help improve the Entertainment® membership experience. Complete the survey by August 20, 2020, and you will be entered into a drawing to win a \$100 Amazon.com Gift Card\* (\*Restrictions apply, see <a href="mailto:amazon.com/gc-legal">amazon.com/gc-legal</a>.). Once the entry period is over, one (1) random winner will be drawn and winner will receive a \$100 Amazon.com Gift Card. During the Promotion Period follow the instructions for the Giveaway. You may only enter one time. Entrant will be notified by email if they are the winner and will be provided directions for validation. The winner is subject to verification of email, name and country (if skills test needed) before the prize will be awarded after verification is complete. Winner must reply via an email message to Afin Technologies with name, email address and country to receive the prize verification form and prize via email. Administrator is responsible for the functionality of the Giveaway.

<u>Limit</u>: Multiple participants are not permitted to share the same email address. Any attempt by any participant to obtain more than one entry by using multiple/different email addresses, identities, registrations and logins, or any other methods will void that participant's entries and that participant will be disqualified. Use of any automated system to participate is prohibited and will result in disqualification. Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible, or misdirected registrations, which will be disqualified. In the event of a dispute as to any registration, the authorized account holder of the email address used to register will be deemed to be the registrant or player. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address and/or the natural person assigned the identification number by Sponsor. Potential winners may be required to show proof of being the authorized account holder.

5. ALL POTENTIAL ENTRIES ARE SUBJECT TO VERIFICATION BY SPONSOR OR ADMINISTRATOR, WHOSE DECISIONS ARE FINAL AND BINDING. AN ENTRANT IS

NOT A WINNER OF ANY PRIZE, EVEN IF THE GIVEAWAY SHOULD SO INDICATE, UNLESS AND UNTIL ENTRANT'S ELIGIBILITY AND THE POTENTIAL WINNING PLAY HAS BEEN VERIFIED AND ENTRANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE. SPONSOR WILL NOT ACCEPT SCREEN SHOTS OR OTHER EVIDENCE OF WINNING IN LIEU OF ITS VALIDATION PROCESS.

- with all terms and conditions of these Official Rules, and all winnings are contingent upon fulfilling all requirements. Administrator's decision as to the administration and operation of the Giveaway and the selection of the potential winner is final and binding in all matters related to the Giveaway. The winner will be required to sign and return to Sponsor, within five (5) days of the date notice or attempted notice is sent, an affidavit of eligibility, and liability/publicity release if applicable, in order to claim his/her prize. If any potential winner cannot be contacted, fails to sign, and return the affidavit of eligibility and liability/publicity release (when applicable) within the required time-period, or if prize is returned as undeliverable, potential winner forfeits prize. If a potential winner of the prize is disqualified for any reason, Sponsor will award the applicable prize to an alternate winner by random drawing from among all remaining eligible entries. There will be one (1) alternate drawing after which the prize will remain unawarded. An unclaimed prize will remain unawarded. The Winner will receive their prize approximately 8-10 weeks after the conclusion of the Giveaway.
- **7. Prizes:** One (1) \$100 Amazon.com Gift Card. (ARV \$100) The ARV of the prize is subject to price fluctuations in the consumer marketplace based on, among other things, any gap in time between the date the ARV is estimated for purposes of these Official Rules and the date the prizes is awarded or redeemed. Odds of winning a prize depend on the number of eligible entries received during the Promotion Period. No cash or other substitution, assignment or transfer of the prize is permitted, except by Sponsor, who reserves the right to substitute a prize or prize component with cash or another prize of comparable or greater value. Winner is responsible for all federal, state, and local taxes and fees associated with prize receipt and/or use. Prizes will be awarded "as is" with no warranty or guarantee, either express or implied offered by Sponsor.
- **8. Publicity:** Except where prohibited, participation in the Giveaway constitutes winner's consent to Sponsor's use of winner's name, likeness, photograph, voice, opinions, biographical information, hometown and state (or province/territory) for promotional purposes in any media without further payment or consideration.
- **9. General Conditions:** Sponsor reserves the right to cancel or modify the Giveaway if fraud, technical failures, or any other factor beyond Sponsor's reasonable control impairs the integrity of the Giveaway, as determined by Sponsor in its sole discretion. In such event, Sponsor reserves the right to award the prize at random from among the eligible entries received up to the time of the impairment. Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Giveaway or to be acting in violation of these Official Rules or any other Promotion, or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately damage any web site or undermine the legitimate operation of the Giveaway is a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.
- 10. Release: By receipt of any prize, winner agrees to release and hold harmless Sponsor, and any promotional partners, each of their parent, subsidiary, affiliate and related companies, and each of its and their respective officers, directors, employees, and agents (collectively the "Released Parties") from and against any losses, damages, rights, claim or cause of action of any kind arising, in whole or in part, directly or indirectly, out of participation in the Giveaway or resulting directly or indirectly, from acceptance, possession, use, or misuse of any prize awarded in connection with the Giveaway, including without limitation personal injury, death,

and/or property damage, as well as claims based on publicity rights, defamation, and/or invasion of privacy.

- 11. Limitations of Liability: The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Giveaway; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Giveaway; (4) technical or human error which may occur in the administration of the Giveaway or the processing of entries; or (5) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Giveaway or receipt or use of any prize or while traveling to or from any prize-related activity. If for any reason an entrant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another entry in the Giveaway; provided that if it is not possible to award another entry due to discontinuance of the Giveaway for any reason, Sponsor, at its discretion, may elect to hold a random drawing from among all eligible entries received up to the date of discontinuance for any or all of the prizes offered herein. No more than the stated number of prizes will be awarded. In the event that production, technical, seeding, programming or any other reasons cause more than stated number of prizes as set forth in these Official Rules to be available and/or claimed Sponsor reserves the right to award only the stated number of prizes by a random drawing among all legitimate, unawarded, eligible prize claims.
- Disputes: Entrant agrees that: (i) any and all disputes, claims and causes of action arising out of or connected with this Giveaway, or any prizes awarded, other than the administration of the Giveaway or the determination of winner, shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for the Eastern District of Michigan (Southern Division) or the appropriate Michigan State Court located in Oakland County, Michigan; (ii) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Giveaway but in no event attorneys' fees; and (iii) under no circumstances will entrant be permitted to obtain awards for and entrant hereby waives all rights to claim punitive, incidental and consequential damages and any other damages, other than for actual out-ofpocket expenses, and any and all rights to have damages multiplied or otherwise increased. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with the Giveaway, shall be governed by, and construed in accordance with, the laws of the State of Michigan, without giving effect to any choice of law or conflict of law rules (whether of the State of Michigan or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Michigan.
- **13. Entrant's Personal Information:** Information collected from entrants is subject to the Sponsor's Privacy Policy at.
- **14. Winners List For Prize:** Giveaway results of the prize and/or a copy of these Official Rules may be obtained by sending a self-addressed, stamped envelope to the "Giveaway Winner/Rules Request", c/o Entertainment, 1401 Crooks Road, Suite 150, Troy, Michigan 48084, U.S.A. Requests must be received by September 8, 2020 for the winners list. Vermont and Canadian residents may omit return postage for the official rules.
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